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2-1-1962

## Retail Bakery Employers' Council of Greater New York and Bakery and Confectionery Workers Local 3

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## Retail Bakery Employers' Council of Greater New York and Bakery and Confectionery Workers Local 3

Location

NY

Effective Date

2-1-1962

Expiration Date

1-31-1962

Number of Workers

5000

Employer

Retail Bakery Employers' Council of Greater New York; Specialty Bakery Owners of America, Inc.

Union

Bakery and Confectionery Workers International Union of America

Union Local

3

NAICS

44

Sector

P

Item ID

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**Comments**

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Un. II x-1/65  
JUL 19 1962

**BAKERY & CONFECTIONERY  
WORKERS INTERNATIONAL  
UNION OF AMERICA  
LOCAL No. 3**



**STANDARD CONTRACT**

**EFFECTIVE: FEBRUARY 1, 1962**

**EXPIRES: JANUARY 31, 1965**

EMPLOYER .....

ADDRESS .....

Id. # .....

# **BAKERY & CONFECTIONERY WORKERS INTERNATIONAL UNION OF AMERICA**

## **LOCAL No. 3**

41-07 CRESCENT STREET  
LONG ISLAND CITY I, N. Y.  
STillwell 4-3476



## **STANDARD CONTRACT**

Effective: February 1, 1962

Expires: January 31, 1965

•

### **SHOPS**

691 Individual Shops

### **MEMBERS EMPLOYED**

5,221

### **LOCAL 3 JURISDICTION**

Bread & Cake Greater New York City; Westchester  
County Through New York Catskill Mountain Area;  
Nassau and Suffolk Counties



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Agreement entered into as of the 1st day of February 1962 by and between LOCAL 3, BAKERY AND CONFECTIONERY WORKERS INTERNATIONAL UNION OF AMERICA, having its principal offices at 41-07 Crescent Street, Long Island City 1, New York (hereinafter referred to as the "Union", and .....

.....

having its principal place of business at .....

.....

(hereinafter referred to as the "Employer").

In consideration of the mutual promises hereinafter set forth, the parties agree as follows:

#### ARTICLE I—UNION RECOGNITION

A. The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all of its employees employed in the wage classifications listed in "Schedule A" attached hereto and made a part hereof, except for such employees as are now represented by other Unions recognized by the Union, or duly certified by law, in all of the establishments it now maintains, and the Employer agrees to bargain and negotiate solely and exclusively with the Union with respect to all matters relating to the terms and conditions of such employment. (The words "Employee" or "Employees" used in this Agreement are intended to refer solely to the employees in the above-described bargaining unit.) No new wage classification shall be added to "Schedule A" or otherwise be adopted without the prior mutual agreement of the Employer and the Union.

B. Any new establishment hereafter opened in the New York Metropolitan Area and Vicinity by the Employer, its subsidiaries, or other bakeries controlled by the Employer, shall be deemed an

expansion of the Employer's establishment and an accretion to the existing bargaining unit described in Paragraph "A" of this Article I, and such new establishment shall be automatically covered by the provisions of this Agreement.

## ARTICLE II—EMPLOYMENT

A. The Employer recognizes the source of competent manpower available to it from the Union and that the Union can be of assistance in referring prospective employees. The Employer agrees to notify the Union employment office of job vacancies so as to afford prospective employees referred by the Union equal opportunity to fill such vacancies with those persons the Employer may obtain from other sources, and the Employer agrees not to discriminate against prospective employees referred by the Union in the filling of such vacancies.

B. The Employer shall notify the Union whenever employees are hired, giving their names, addresses and the job classifications in which they shall work.

C. All employees hired after the signing of this Agreement shall, as a condition of employment, become members of the Union within thirty-one (31) days from the date of the commencement of their employment and shall thereafter continue such membership during the life of this Agreement.

D. All present employees who are members of the Union shall, as a condition of employment, continue such membership for the life of this Agreement. All present employees who are not members of the Union shall, as a condition of employment, become members of the Union within thirty-one (31) days after the signing of this Agreement and shall thereafter continue such membership during the life of this Agreement.

E. Employees engaged from a source other than the Union shall make application for membership

in the Union as herein set forth. The Union agrees to make such membership available on the same terms and conditions generally applicable to other members.

F. The Employer shall receive seventy-two (72) hours written notice to discharge any employee for non-payment of Union dues or initiation fees. Upon the affected employee's failure to make such payment within said seventy-two (72) hours, the Employer agrees to immediately discharge said employee.

G. In the event that this Agreement is not subject to the jurisdiction of the National Labor Relations Act, as amended, or in the event that the bar of such Act against a "closed shop" is hereafter lifted, then the parties hereto agree that this Agreement shall be automatically deemed a "closed shop" Agreement, and in such event, only members of the Union may be hired by the Employer, provided that if the Union cannot supply new employees within forty-eight (48) hours after request therefor, the Employer may hire in such instance from other sources. In such event such new employees shall immediately join the Union.

H. New workers, including vacation and sickness replacements, shall be on a trial period of up to ten (10) working days in the aggregate within any ninety (90) consecutive days period. During this period, the Employer shall judge the competency of the worker. After said trial period, such worker shall be considered a regular employee subject to all of the provisions of this Agreement and entitled to all of its benefits.

### ARTICLE III—DISCHARGES

No regular employee shall be summarily discharged without the approval of the Union, except for being drunk on the job or for stealing on the job. In the event that the Employer desires to discharge an employee for any other just cause,

the Employer shall give written notice to the Union by registered or certified mail, return receipt requested, of its intention to discharge. If the Union disputes the propriety of the proposed discharge, the Union shall serve a written reply by registered or certified mail, return receipt requested, within forty-eight (48) hours of receipt of the Employer's notice of intention to discharge.

The parties hereto shall meet within forty-eight (48) hours after receipt of the Union's notice of intention to dispute the discharge to discuss the grievance. If the parties do not agree, the Employer may submit the matter within forty-eight (48) hours thereafter to an arbitrator as hereinafter provided. The arbitrator shall be requested to render an expedited decision in the matter. No discharge shall take place until such decision has been rendered.

In the event the Union disputes the propriety of a summary discharge, it may submit the matter to arbitration as aforescribed within ten (10) days after such discharge occurs. If the summary discharge is determined to be without just cause, the affected employee shall be made whole for any time lost as a result of the discharge, unless the parties hereto otherwise agree.

#### ARTICLE IV—LAY-OFFS

The Employer shall have the right to lay off workers because of a decline in business. There shall be no lay-off without one week's prior written notice to the Union by registered or certified mail, return receipt requested. If said notice is not given, then the employee laid off shall receive one week's wages. At the Union's request, in the event of a temporary lay-off, the Employer will change the form of lay-off from that of a straight lay-off to a basis of division of the work among the employees. The provisions of this Article IV shall not apply to any regular employee or regular extra who has been hired for the purpose of re-

placing any employees away on vacation, or absent due to illness or leave of absence, provided that if the absent employee gives the Employer twenty-four (24) hours notice of intention to return, then such replacement shall be given twenty-four (24) hours notice of lay-off, and further provided that all of the employees in such replacement's job classification are back to work.

## ARTICLE V—SENIORITY

A. All lay-offs and rehiring shall be on the basis of shop seniority applied to the job classifications set forth in Schedule "A" annexed hereto. Seniority within any job classification shall be computed from the date of last original hire, regardless of the classification in which the employee was last originally hired. A senior employee shall have the right to "bump" a junior employee having a lower classification, provided the senior employee is qualified and able to perform the work of such junior employee. In the event the senior employee elects to "bump" such junior employee, such senior employee shall be paid the wages of the job classification which he is assuming, and shall work the same hours and shift of the employee whom he has "bumped".

The qualification and ability of the senior employee to fill the job in the lower classification shall be mutually determined by the Employer and the Union, and in the event of a dispute thereon, such dispute shall be subject to the arbitration procedure hereinafter provided.

In the event of an opening in the senior employee's original classification, such senior employee shall have preference to fill such opening.

The seniority principle shall also prevail with respect to scheduling vacations, days off and shifts, in which event the Union shall recognize, however, the reasonable requirements of the Employer's business operation.

B. Laid-off employees shall retain their seniority



for a period of one (1) year from date of layoff. However, if a laid-off employee does not report to work, or fails to notify the Employer of his inability to report for work due to a justified excuse, such as illness, etc., within nine (9) days after the Employer sends by registered or certified mail, return receipt requested, to the Union and to the employee at his last known address, written notice of regular recall from the Employer, he shall lose his seniority.

C. The Shop Chairman and Department Stewards shall enjoy preferred Shop Seniority with respect to all aspects of the employment relationship.

D. In the event an employee is elected or appointed an official of the Union, he shall, upon termination of his office, be restored to his position with all his seniority rights, as if he had worked continuously.

## ARTICLE VI—WAGES

A. (1) Effective February 1, 1962, the Employer shall grant a fifty cents (50¢), and effective July 31, 1962 an additional fifty cents (50¢) per straight-time day across-the-board wage increase to all of its present employees, providing, however, that in the event the minimum wage rates set forth in Schedule "A" require a higher wage increase to bring the employee up to the minimum wage rate for his classification, then the higher wage increase shall be paid to such employee. The minimum wages of all employees covered by this Agreement shall be as set forth in Schedule "A".

(2) Effective February 1, 1963, the Employer shall grant an additional forty cents (40¢), and effective July 31, 1963, an additional thirty-five cents (35¢) per straight-time day across-the-board wage increase to all of its then present employees, providing, however, that in the event the minimum wage rates set forth in Schedule "A" re-

quire a higher wage increase to bring the employee up to the minimum wage rate for his classification, then the higher wage increase shall be paid to such employee. The minimum wages of all employees covered by this Agreement shall be as set forth in Schedule "A".

(3) Effective February 1, 1964, the Employer shall grant an additional forty cents (40¢), and effective July 31, 1964, an additional thirty-five cents (35¢) per straight-time day across-the-board wage increase to all of its then present employees, providing, however, that in the event the minimum wage rates set forth in Schedule "A" require a higher wage increase to bring the employee up to the minimum wage rate for his classification, then the higher wage increase shall be paid to such employee. The minimum wages of all employees covered by this Agreement shall be as set forth in Schedule "A".

(4) Effective July 31, 1964, the Employer shall grant to all employees then in the "Packer" and "Heavy Dough Mixer" classifications an additional fifty cents (50¢) per straight time day wage increase, exclusive of the foregoing across-the-board wage increases.

#### **Make and Bake Retail**

(5) The "Make and Bake in Retail Shops" Classification set forth in Schedule "A" hereof shall be automatically applicable to the following:

(i) A baker who works alone and performs the complete duties of mixing, making and baking, or

(ii) Any baker who is paid at least the daily wage scale provided in Schedule "A" for the classification "Make and Bake in Retail Shops" as of February 1, 1962, February 1, 1963 or February 1, 1964, respectively.

Unless an employee is covered by the foregoing definition of "Make and Bake in Retail Shops," he shall be covered by the other classifications set

forth in Schedule "A" as may be applicable to him.

B. Effective February 1, 1962, it is the intent of the parties to gradually eliminate the category of "Helper". To effectuate this purpose:

(a) Any person currently employed as a "Helper" may remain in that classification until his employment is terminated for any reason whatsoever.

(b) Upon termination of such person's employment, the job vacated shall then be considered that of a "Second Hand". Persons hired to fill such positions shall be considered "Second Hands" and paid the rate required for "Second Hands".

(c) In the event the Employer currently employs no persons as "Helpers" or subsequently employs no persons as "Helpers" by virtue of the operation of this section, any new employee engaged in such phase of production of baked products shall be classified as either a "First" or "Second Hand", as the job may require.

### **Payment of Wages**

C. Wages shall be paid weekly in cash on the same day of each week as heretofore, except that with written approval of the Union, payment may be made by check, and if so, only during the regular banking days falling on Monday through Thursday. Employees shall be given a weekly statement of earnings and deductions. In the event a pay day falls on a holiday, the employees shall receive their pay on the day immediately preceding the holiday, wherever possible.

D. If an employee in one classification is asked to do work in another classification which has a higher rate of pay, then he shall be compensated at the higher rate, and he shall be paid for a full day's work if employed one-half ( $\frac{1}{2}$ ) day or more in said higher classification; if the employee works less than one-half ( $\frac{1}{2}$ ) day in the higher classification, then he is to be compensated at the higher rate only for the time so employed.

## Severance Pay

3/ E. Severance pay shall be paid at the rate of one (1) week's pay after ten (10) or more years of continuous employment with the Employer or his predecessor, to any employee who is permanently laid off, or to any employee who leaves his employment in the event the Employer moves his shop to another place located thirty-five (35) or more miles from his shop's present location.

F. All maintenance mechanics who are on emergency call shall be paid their basic telephone expenses and all work done on emergency calls shall be paid for at the rate of time and one-half the mechanic's regular rate of pay. On each emergency call, mechanics shall receive a minimum of three (3) hours pay at time and one-half.

G. Regular employees shall be guaranteed a full day's wage for each day they report for work at the scheduled time.

H. Women shall be paid at the same rate as men for similar work. 59/1

I. Employers shall furnish all employees completed Federal and State Withholding Tax Statements (W-2 Forms) by no later than February 1st of each year. 60/1

## ARTICLE VII—HOURS AND DAYS OF LABOR

### Wholesale

A. A Wholesale Shop is one which produces its products primarily for resale and not for direct sale to the ultimate consumer. In a Wholesale Bread and/or Roll Shop thirty-five (35) hours of work shall constitute the regular work week, and seven (7) consecutive hours of a scheduled shift, exclusive of the unpaid normal meal period, shall constitute the regular work day. In a Wholesale Cake Shop thirty-seven and one-half (37½) hours

of work shall constitute the regular work week, and seven and one-half ( $7\frac{1}{2}$ ) consecutive hours of a scheduled shift, exclusive of the unpaid normal meal period, shall constitute the regular work day. The regular work week shall consist of five (5) regular work days which need not be consecutive. Regular employees shall be given two (2) scheduled days off in each calendar week. The scheduled shift for each employee shall not be changed during his regular work week, except as hereinafter provided.

### **Retail (Handcraft)**

B. A Retail Shop (Handcraft) is one which produces its products primarily for direct sale to the ultimate consumer. In a Retail Shop thirty-seven and one-half ( $37\frac{1}{2}$ ) hours of work shall constitute the regular work week, and seven and one-half ( $7\frac{1}{2}$ ) consecutive hours of a scheduled shift, exclusive of the unpaid normal meal period, shall constitute the regular work day. The regular work week shall consist of five (5) regular work days which need not be consecutive. Regular employees shall be given two (2) scheduled days off in each calendar week. The scheduled shift for each employee shall not be changed during his regular work week, except as hereinafter provided.

C. Regardless of the foregoing definitions, in any shop which utilizes any power-propelled machine or machines to weigh, shape or cut bread or rolls, thirty-five (35) hours of work shall constitute the regular work week, and seven (7) consecutive hours of a scheduled shift, exclusive of the unpaid normal meal period, shall constitute the regular work day.

D. (1) Work in excess of said hours per day and days per week, or on the employee's scheduled day off, shall be paid at the overtime rate of time and one-half. Work performed on the seventh (7th) consecutive working day shall be paid at double time for the first seven (7) hours or seven

and one-half ( $7\frac{1}{2}$ ) hours, as the case may be, and at double time and one-half for hours worked in excess thereof. Paid holidays shall be computed as seven (7) hours or seven and one-half ( $7\frac{1}{2}$ ) hours work, as the case may be, for the purposes of computing overtime under this paragraph.

#### **Retail (Handcraft) 6th Day Overtime**

(2) In Retail Shops (Handcraft) any Employer who has heretofore paid an employee straight time for working a 6th day in a regular work-week shall, effective February 1, 1963, pay for such 6th day at the rate of time and one-quarter the employee's straight time daily wage rate, and effective February 1, 1964 the Employer shall pay the overtime rate of time and one-half as provided in the next preceding paragraph ("D") (1).

#### **Night Premium Wholesale**

E. (1) Night workers shall receive night rates consisting of the regular day rates plus a premium of ten cents (10¢) per hour. Night work rates commence on or after 6 P.M. and prior to 6 A.M. An employee shall receive the regular night rate for each hour worked in his scheduled shift after 6 P.M. and before 6 A.M. Employees who work overtime shall be paid time and one-half the regular night work rates only if the last straight time hour worked was paid at the regular night rate. All payments due night workers hereunder, such as, but not limited to, vacation, sick leave, severance pay, and holiday pay when the employee does not work on the holiday, shall include the employee's regular night rates.

#### **Night Premium Retail (Handcraft)**

(2) In Retail Shops (Handcraft) all of the provisions of the next preceding paragraph ("E") (1) shall become effective October 1, 1964.

F. An ovenman shall not be required to work at the oven for more than four (4) hours during

his day's work, except that he may work there for a longer period if he so desires. If he chooses not to work at the oven for more than four (4) hours he may be required to complete the balance of his shift elsewhere in the plant at ovenman's rate of pay. An ovenman working at the oven for four (4) or more hours shall be relieved at the oven during the first four (4) hours of such work for one period of not less than fifteen (15) minutes, during which time he may be assigned to other work in the plant. The fifteen (15) minute period shall be so arranged as not to interfere with production. Any man working at the oven for a minimum of three and one-half (3½) hours in any one day shall receive a full day's pay in that classification.

### **Work Schedule and Days Off**

G. Employees shall not be required to return to work until after at least twelve (12) hours have elapsed since their previous straight time shift; on an employee's day off until after thirty-six (36) hours; after two days off after sixty (60) hours; any time worked prior to the said hours shall be considered overtime and paid at the overtime rate.

H. An employee's scheduled day or days off shall not be changed except by at least seven (7) days prior notice to him. Scheduled shift starting times shall be posted in the shop at least three (3) days before the start of the work week. The Employer may make one shift change per week per employee of two (2) hours or less without giving such notice. Where unexpected circumstances occur, additional shift changes of two (2) hours or less may be made without giving such notice.

### **Time Clock Wholesale**

I. (1) The Employer shall provide a time clock in each shop for the purpose of keeping a record of daily hours worked by each employee, and notwithstanding anything to the contrary herein, no

employee shall be permitted to work in any shop which fails to provide and maintain such a time clock.

### **Time Clock Retail (Handcraft)**

(2) In Retail Shops (Handcraft) where the number of production employees aggregate less than five (5), regardless of their representation by other unions recognized by the Union or duly certified by law, the Employer in his discretion may provide either a time-clock or any other device by which a permanent record of all hours worked by each employee shall be kept.

### **ARTICLE VIII—EXTRAS**

A. Extra employees, except for those hereinafter defined as regular extras, are to receive \$1.00 per day above the regular rates of their classifications, and may be laid off at the end of any working day without notice. In the event such extras do not become regular employees or regular extras, they shall be paid the \$1.00 per day upon termination of their employment.

B. (1) Extras are defined as those who are employed in addition to or as substitutes for the regular staff for a period of less than five days in any calendar week.

(2) Regular extras are defined as those extras who regularly work for the same Employer for longer than their trial period. Regular extras are to be deemed regular employees under this contract and are to receive all of the benefits under this contract on a pro-rated basis.

C. When the Employer orders an extra and the extra reports ready and able to work, he shall be paid a day's wage regardless of whether or not the Employer permits him to work.

D. Extras shall be paid their wages in cash at the time they complete their day or days' work, but in no event later than the next regular pay day following the completion of their work. In the event of payment by mail, checks shall be sent



on such pay date by registered or certified mail, return receipt requested. If such payment is not so made, the Employer shall be deemed to have breached this Agreement.

## **ARTICLE IX—OVERTIME**

No employee shall be required to work overtime. If overtime is necessary, it shall be worked only on notice to and with the consent of the Union except in emergency cases. If the Union determines that the Employer is abusing the exception for emergency cases and so notifies the Employer by written notice, it is agreed that the emergency exception shall be immediately deemed null and void and of no effect, and the Employer shall have the right to arbitrate the question as to whether the Union's determination is correct.

## **ARTICLE X—MEALS AND REST TIME**

A. The normal meal period shall commence between the third and fourth and one-half hours of work. The normal meal period shall be one-half hour.

B. Employees requested to work more than two and one-half ( $2\frac{1}{2}$ ) hours after the conclusion of their regular shifts shall be given a fifteen (15) minute paid rest period.

## **ARTICLE XI—SAFETY AND SANITARY CONDITIONS**

A. The Employer agrees to maintain safe and sanitary conditions in his shops. A shop Safety and Sanitary Committee designated by the Union shall be recognized by the Employer. In the event of a dispute between the Committee and the Employer as to the proper maintenance of such conditions, the dispute shall be subject to the grievance and arbitration procedure hereinafter provided. No employee shall be required to work in the shop unless the Employer abides by the decision and findings of the Arbitrator in connection with put-

ting the shop in a safe and sanitary condition, notwithstanding anything to the contrary herein.

B. A sanitary locker, locker room and lunch area shall be provided for the workers. The Employer shall be responsible for the maintenance of sanitary conditions, and the Employer shall have the right to make periodic inspections of the interior of the lockers.

C. The Employer shall supply each regular employee and regular extra with an individual locker. The locker shall be maintained by the Employer.

D. The Employer shall be responsible for all losses of workers' clothing and shoes caused by fire, water or flood, not to exceed \$100.00, subject to proof of loss.

E. The Employer agrees to provide a readily accessible telephone in the shop for use in emergency by any employee working alone at night.

## ARTICLE XII—VACATIONS

A. Effective February 1, 1962, all regular employees who have been employed by the Employer or its predecessors for one (1) or more years by May 1st in any year shall receive three (3) weeks vacation with pay in such year. Effective February 1, 1963, all regular employees who have been so employed for twenty-five (25) or more years by May 1st in any year shall receive four (4) weeks vacation with pay in such year. Regular extras shall receive vacations in the same way as regular employees on a pro-rated basis. All regular employees and regular extras working less than a full year shall receive vacation pay pro-rated in accordance with the formula set forth in Paragraph "B" of this Article on the basis of three (3) week's pay or four (4) week's pay, as the case may be.

B. If any regular employee or regular extra shall leave the Employer's employ prior to his vacation time, for any reason whatsoever, he shall

then be paid his accrued vacation time as if wages were due. Regular employees and regular extras so leaving prior to May 1st in any year shall receive such accrued vacation pay pro-rated to the number of months or major fraction thereof they were in such employ counting from the preceding May 1st. In such event an employee's accrued vacation pay shall be pro-rated on the basis of the vacation he would have been entitled to had he not left such employ prior to May 1st.

C. The vacation schedule shall be mutually agreed upon by the Union and the Employer. The vacation period shall be during the months of May, June, July, August, and September unless otherwise agreed. The vacation schedule shall be posted not later than April 1st. Passover may be considered as part of the vacation period.

D. Vacation time shall consist of consecutive days or weeks. A week as used in this Article shall mean the regular work week of five (5) days, seven (7) hours per day, thirty-five (35) hours per week, or seven and one-half ( $7\frac{1}{2}$ ) hours per day, thirty-seven and one-half ( $37\frac{1}{2}$ ) hours per week, as the case may be.

E. Vacation pay shall be based on the actual weekly rates of pay regularly paid to an employee.

F. Vacation monies shall be payable in cash prior to the commencement of the vacation, including night differential rates according to the employee's shift status during the four (4) week period prior to May 1st.

G. An employee who has been away on leave of absence shall not be entitled to vacation pay pro-rated for the period of such leave of absence.

H. Time lost up to a maximum of two (2) months in any year ending April 30th, by regular employees and regular extras, due to illness, shall be deemed to be time worked for vacation purposes.

## ARTICLE XIII—HOLIDAYS

A. (1) "Wholesale Shop"—The holiday is intended to mean the day before the day of legal celebration of any holiday.

(2) "Retail Shop"—The holiday is intended to mean the actual day on which the holiday falls including Sundays.

B. The following holidays shall be paid holidays regardless of the day on which such holiday falls:

New Year's Day

Washington's Birthday

Memorial Day

July 4th

Labor Day

Election Day

Thanksgiving

Christmas

If the Employer's shop is closed for the observance of two (2) days Rosh Hashonah and Yom Kippur, these three days shall be substituted as paid holidays in place of Washington's Birthday, Memorial Day and Election Day. A regular employee or regular extra working on a paid holiday shall be paid holiday pay and time and one-half of his regular rate for such work. A regular employee shall not be required to work on a paid holiday but shall be paid a day's straight-time pay at his regular rate; regular extras shall be paid such holiday pay pro-rata. All extra employees shall be paid for holiday work at time and one-half of their respective rates for such work.

C. The holiday and overtime provisions of this Agreement shall be interpreted to provide that where an employee works five (5) days in a holiday week in which the holiday falls on a normal day off and no work is performed on that day:

(1) Straight time shall be paid for the first four (4) days work of seven (7) hours or seven and one-half ( $7\frac{1}{2}$ ) hours each, as the case may be.

(2) Overtime shall be paid for all work performed on the fifth day.

(3) One full day's pay shall be paid for the holiday itself.

(4) The total pay for such work week of thirty-five (35) hours, or thirty-seven and one-half ( $37\frac{1}{2}$ ) hours, as the case may be, shall be six and one-half ( $6\frac{1}{2}$ ) day's pay at straight time rates.

D. In the event that the collective bargaining agreement between this Employer and the Union representing the drivers of the Employer provides for any holiday not established by the Agreement between this Employer and Local No. 3 of the Bakery and Confectionery Workers' International Union, and in the event that there are no deliveries made on such holiday, and in the event that employees under this Agreement are laid off on that day as a result of no deliveries being made, such employees so laid off for the day shall be paid therefor at the rate of seven (7) hours, or seven and one-half ( $7\frac{1}{2}$ ) hours, as the case may be, at straight time pay.

E. If a holiday falls while an employee is on vacation, such employee shall receive an additional day's pay. Employees on leave of absence shall not be entitled to holiday pay.

F. In the event that a regular employee is out of the shop due to an excusable absence during the entire holiday week and is substituted by an extra, the extra worker is to receive the holiday benefits, and if there is no such substitute the regular employee is to receive the holiday benefits. New employees who become regular employees shall be entitled to all holiday benefits retroactively for any holiday falling within their trial period.

G. If the Employer closes the shop because of a legal or religious holiday, other than those hereinbefore set forth, said holiday shall also become a paid holiday.

H. Any employee laid off within two weeks

prior to a paid holiday shall nevertheless be entitled to pay for said holiday.

### **Shomer Sabbath Holidays**

I. Employees in SHOMER SABBATH shops (retail shops closed two (2) days Shevuoth and four (4) days Succoth), working New Year's Day, July 4th and Labor Day, shall be paid time and one-half of their regular rates for work on such days.

### **Paid Birthday**

J. Each regular employee or regular extra shall be entitled to take his birthday off without loss of pay. Should such employee's birthday occur on a holiday, or during his vacation, or on the employee's scheduled day off, he shall be given an extra day's pay, at the straight time rate, for the work week in which his birthday occurs.

Should the employee be required to work on his birthday, he shall be given, in addition to his regular pay, an extra day's pay at the straight time rate, for the work week in which his birthday occurs.

The Employer shall not be required to replace any employee who is absent from work pursuant to this provision, nor shall any of the other provisions set forth in this Article XIII and Paragraph "D" of Article VII apply.

Any employee born on February 29th of a leap year shall be considered as having February 28th as his birthday in all non-leap years.

The birthday pay for regular extra employees shall be pro-rated.

## **ARTICLE XIV—LEAVE OF ABSENCE**

A. The Employer agrees that all employees employed six (6) months or more shall, after giving two (2) weeks' written notice to both the Employer and the Union, be entitled during each year of this Agreement to one leave of absence, not to

exceed six (6) months, provided the Union approves such leave. Such leave shall not affect any of the seniority rights hereunder of such employee.

B. The Employer recognizes absence due to the performance of inactive National Guard or similar inactive reserve duties as an excusable absence.

## ARTICLE XV—SICK LEAVE

### Wholesale

A. In the event that a regular employee is absent due to illness, he shall be entitled to a one-half ( $\frac{1}{2}$ ) day's pay for each full day of such illness. The Employer's obligation under this Article shall be limited to a maximum of five (5) days of illness in each contract year which shall not be cumulative from year to year. In the event an employee's illness occurs on a paid holiday or on a paid vacation day or on a day for which he is legally entitled to receive benefits pursuant to the Bakery & Confectionery Workers' International Union of America, Local No. 3 Welfare Fund, or the New York State Workmen's Compensation Law, the employee shall not be entitled to the benefit established herein. The employee may be required to submit a doctor's certificate as to his illness in order to qualify for such sick pay.

### Retail (Handcraft)

B. In Retail Shops (Handcraft) all of the provisions of the next preceding paragraph ("A") shall become effective December 1, 1962.

## ARTICLE XVI—PENSION AND WELFARE

A. The Employer agrees to become a party to and hereby is bound by the Agreement and Declaration of Trust establishing the Bakery and Confectionery Workers' International Union of America, Local No. 3 Welfare Fund, and the Bakery and Confectionery Workers' International Union of America, Local No. 3 Pension Fund. The Employer further agrees to become a party to the

Agreement and Declaration of Trust dated September 11, 1955, establishing the Bakery and Confectionery Union and Industry International Pension Fund and hereby is bound by all terms and provisions of said Agreement heretofore or concurrently signed and made a part hereof. The Employer further agrees irrevocably to designate as its representative on the Boards of Trustees of the Funds such Trustees as are named in said Agreements and Declaration of Trust as Employer Trustees, together with their successors selected in the manner provided in the said Agreements and agrees to be bound by all the action taken by the said Employer Trustees pursuant to the said Agreements and Declarations of Trust.

B. Commencing February 1, 1962, the Employer shall contribute to the said Welfare Fund the sum of \$1.25 per day, and to the said Local 3 Pension Fund the sum of \$1.00 per day for each day's or night's work, including payment for vacations and holidays, of the employees covered by this Agreement. It is the declared intention of the parties that where employees receive double-wage payments for working on holidays and/or vacations, or where an employee works weekly overtime hours aggregating at least an amount equal to his scheduled day's work, Pension and Welfare contributions shall also be made in the aforesaid daily amounts on such double-wage payments, and/or weekly overtime hours. For the purpose of this Article, it is understood that contributions shall be payable on behalf of employees from the first day of employment, whether said employees are permanent, temporary, or seasonal, or full-time or part-time employees and regardless of whether or not they are members of the Union.

C. Commencing with February 1, 1962, the Employer agrees to pay the Bakery and Confectionery Union and Industry International Pension Fund the sum of \$.72 for each day for which employees subject to this Agreement received pay as



required under the provisions of this Agreement, provided that in no event shall such contributions by the Employer for an employee in any one week exceed the sum of \$3.60. Such contribution shall be deemed included in the \$1.00 daily sum required to be contributed to Local 3 Pension Fund above and in no way shall increase or decrease the total sum to be contributed by the Employer for pensions, which sum shall remain as provided in sub-paragraph "B" above. It is understood that the Local 3 Pension Fund Trustees are acting as collecting and remitting agents for the transmittal of such portion of the total pension contributions received by them which may be due to the Bakery and Confectionery Union and Industry International Pension Fund and that payment to said latter Fund shall be deemed made only upon receipt of contributions by it. Payment of any contributions to the Local 3 Pension Fund Trustees, however, shall relieve the Employer of all liability for such contributions as are actually made. Sums received by the Local 3 Pension Fund which are not required to be contributed to the said International Pension Fund shall be retained by the Trustees of the Local 3 Pension Fund for use in accordance with the Agreement and Declaration of Trust establishing the said Local 3 Pension Fund.

D. All contributions payable under this Article shall be remitted by the Employer so that they will be received by the Local 3 Pension and Welfare Funds by no later than the 15th of the month next following the month in which the employees work. It is understood that the parties intend and agree that such contributions are to be considered the same as wages and shall be given the same effect as wage payments under law. In the event the Employer is delinquent in the payment of such contributions hereunder, the Union may, following the end of seventy-two (72) hours after sending the Employer telegraphic notice of delinquency, immediately and without further notice call a

strike of the employees, provided such delinquency has not been rectified within said seventy-two (72) hours, in addition to any other remedies available in the premises, and such strike shall be deemed not to be in breach of this Agreement, notwithstanding anything to the contrary contained herein. The Employer shall pay to the Local 3 Pension Fund and/or the Local 3 Welfare Fund a penalty of ten (10) cents per day per employee for each day the Employer is delinquent in remitting the contributions required to be made hereunder to each of the said Funds. In the event that legal action is required to be instituted to recover the contributions due hereunder, the Employer shall be liable for a reasonable attorney's fee, as well as interest and costs. Such penalty payments, attorney's fee, interest and costs are hereby deemed to be a part of the contributions due and payable hereunder. In addition to any of the foregoing remedies, and not by way of limitation, the Employer shall be responsible and liable for any loss of benefits suffered by an employee due to the failure of the Employer to make timely contributions as required under this Article. The various remedies available to the Union in the event of delinquency in remitting contributions as aforesaid shall likewise be applicable to the failure of the Employer to immediately pay such benefit losses upon written demand therefor sent to the Employer by registered or certified mail, return receipt requested.

E. The Employer shall make available to the said Funds any and all records of the employees hired, classifications of employees, names, social security numbers, and accounts of wages paid, that the Trustees of the said Funds may require in connection with the sound and efficient operation of the Funds. The Employer shall be required to pay a reasonable accountant's fee whenever an audit of the Employer's records is made necessary due to the Employer's gross carelessness or willful failure to forward contributions

and reports to the Funds as required hereunder. The Employer's obligation to pay such accountant's fees shall be deemed the same as his obligation to make contributions hereunder, and for failure to pay such accountant's fees immediately upon demand therefor, any and all of the aforesaid remedies available to the Union, employees, or Funds will likewise be applicable.

F. The Funds will be jointly administered by a Board of Trustees, on which the Union as one party, and the Employer as another party will have equal representation.

G. All monies paid into the Welfare Fund will be used by the Trustees for providing the employees and their dependents welfare benefits, including but not limited to, Life Insurance, accidental death and dismemberment benefits, hospitalization, surgical and medical expense, in such amounts as the Trustees in their discretion may determine from time to time.

H. All monies paid into the Local 3 Pension Fund for retention by it will be used by the Trustees for the purpose of providing a pension plan and/or life insurance for the covered employees, to be formulated by said Trustees. The payments contributed for the Bakery and Confectionery Union and Industry International Pension Fund shall be used by such Fund to provide retirement benefits for eligible employees in accordance with the plan of said International Pension Fund as determined by the Trustees of said International Pension Fund, to be applied to the eligible employees based on the amount of Employer contributions. No employee who receives or shall receive pension benefits under the Local 3 Pension Plan shall receive any benefits whatever from the International Pension Fund.

I. It is understood and agreed that the Pension Plans referred to herein shall be such as will qualify for approval by the Internal Revenue

Service of the United States Treasury Department, so as to allow the Employer the income tax deduction for the contributions paid hereunder.

J. The parties agree and represent that there is no other agreement between them regarding Welfare and Pension Benefits, other than this Article, presently in effect. The parties further agree that no agreement regarding Welfare and Pension benefits other than this Article shall be effective during the period covered by this Collective Bargaining Agreement, except with the consent of the Board or Boards of Trustees involved.

## ARTICLE XVII—LAUNDRY AND SUPPLIES

A. Eligible employees (determined in accordance with the Employer's past practice) shall be furnished, without cost, laundry to be used on the job. Such laundry shall consist of one (1) pair of pants and two (2) shirts per week. For each day on which such an employee does not receive his laundry as aforesaid, the Employer agrees to pay such employee a monetary penalty of twenty cents (20¢) per day. If the Employer shall have failed to provide laundry as herein set forth (except as provided in paragraph "C" below) on three (3) successive legitimate occasions on which the Union shall have notified the Employer of his failure in writing by registered or certified mail, return receipt requested, then the monetary penalty for such Employer shall thereafter be fifty cents (50¢) per day.

B. The Employer will endeavor to provide, without charge, garments for work performed outdoors during inclement weather or in refrigerated and cold storage rooms.

C. Any obligation of the Employer established by this Article shall not apply in the event that any supplier with which the Employer may have a contract to supply such laundry or other supplies shall not be able to provide the same.

## ARTICLE XVIII—BAKED PRODUCTS FOR HOME USE

Retail shops shall give to their employees daily a reasonable amount of fresh baked merchandise for home use, without charge, not to exceed one pound of bread and one dozen rolls per day, or their equivalent in other fresh baked merchandise.

Wholesale shops which manufacture bread and rolls shall give to their employees daily a reasonable amount of fresh baked merchandise for home use, without charge, not to exceed one pound of bread and one dozen rolls per day, or if no rolls, two pounds of bread.

Wholesale Cake Shops shall permit their employees to purchase daily for home use fresh merchandise baked on the premises, not to exceed in the aggregate \$2.00 per day at the wholesale price, at a discount of 30%, provided the employee orders same in advance.

All merchandise shall be checked out in accordance with the rules of the Employer.

## ARTICLE XIX—MECHANIZATION

A. Effective February 1, 1962, it is distinctly understood that the Employer shall have the right to change, modify, alter or add to the mechanization of the Employer's shop, over that which presently exists, providing same does not directly result in the layoff of any of the regular employees and regular extras on the payroll as of the week ending January 31, 1962.

B. On any new type of machine introduced after February 1, 1962, the Union, after a thirty (30) day trial period, has the right to discuss the work load on such machine. Any dispute or difference as to the work load on any such new machine shall not be subject to arbitration.

## ARTICLE XX—FUNERAL LEAVE

Each employee whose mother, father, spouse, brother, sister, child, mother-in-law or father-in-law shall die within the contract period shall receive three (3) consecutive days' leave with pay at or near the time of death.

## ARTICLE XXI—SHOP CHAIRMAN

The Shop Chairman and Department Stewards shall be recognized by the Employer. Grievances shall be adjusted as provided for in Article XXX hereof. The Shop Chairman, Department Steward or Stewards, and the particular employee involved shall be paid for the time consumed in adjusting grievances during their working hours on the premises.

## ARTICLE XXII—DISCRIMINATION

The Employer shall not discriminate against any employee or applicant for employment because of his Union activity or on account of race, color, creed, age, nationality, or sex, with respect to any aspect of the employment relationship.

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## ARTICLE XXIII—UNION LABEL

A. The Employer shall place a Union label upon every product or container used one-half pound in weight or over. This label shall be purchased from the Union and shall be paid for by the Employer at a price to be agreed upon according to the type of the label.

B. The label and the use thereof shall be the exclusive property of the Union, and the Union may compel the Employer to cease using this label whenever this Agreement is abrogated or terminated.

C. The Employer shall have the right to designate the type of label, and the additional matter to be printed thereon.

D. The Union Shop card shall be displayed in the Employer's place of business.

E. The affixing of Union labels shall be deemed covered work hereunder, to be performed only by employees classified in the bakers' classification in the covered unit, except where such labels are printed on wrappers or containers.

## ARTICLE XXIV—PROMOTIONS

The Employer and Union recognize the desirability of giving employees in lower categories the opportunity to fill permanent vacancies in higher classifications for which they are qualified. In view of the foregoing, the following procedures will apply in filling vacancies.

In one (1) out of each three (3) posted vacancies, the following procedures will apply, unless otherwise mutually agreed to:

1. A permanent job vacancy shall be posted for a bid for a period of not less than seventy-two (72) hours.

2. Bidding for such job vacancy shall be limited to employees in the next lower classification. Any employee who has been promoted to a higher classification under the terms of this Article XXIV shall be ineligible to bid for a new job vacancy for a period of one (1) year following the commencement of his trial period in his prior promotion.

3. The senior employee submitting a bid shall be given an opportunity in such vacant job provided he has the ability and qualification to perform the required work and shall be deemed to be on an initial trial period for ten (10) days after being appointed to fill such vacancy. The Employer shall have the right to make the initial determination as to whether the employee in the first instance has the ability and qualification to be accorded such trial period and may, at any time during the ten (10) day trial period, remove such employee from the job and return him to his former job. The judgment of the Em-

ployer in this connection may be disputed by the Union through the grievance and arbitration procedure on the sole ground that the Employer was arbitrary and capricious in arriving at such determination. In the event that an arbitrator shall find in favor of the grievant in such dispute, he shall be limited in his remedy to a direction that the employee shall be entitled to a full ten (10) day trial period and shall in no event be permitted to award monetary or retroactive pay adjustment. The submission of a dispute in this connection to grievance or arbitration shall be only on the action of the Executive Board of the Union.

4. Any employee who has completed the full ten (10) day trial period hereunder shall then be kept on the trial job for not less than an additional thirty (30) calendar days which shall be a further trial and training period. If, at the end of the additional thirty (30) day calendar period, the Employer determines that the employee is not satisfactory, he shall be returned to his former job classification and the Union shall be so advised. The Union may dispute the Employer's determination as to this move through the grievance and arbitration procedure, in which event the arbitrator shall be permitted to determine whether or not the performance of the employee shall have achieved the standard of ability and qualification as to warrant his being considered a permanently promoted employee. An arbitrator, in making such determination, shall, as above set forth, only be permitted to direct the reinstatement of the employee to the higher position and such arbitrator shall not have the right to make any monetary or retroactive pay adjustment award. Any dispute as to the Employer's action at the end of the thirty (30) calendar day trial and training period herein established shall similarly be raised only by the Executive Board of the Union.

5. A grievance may only be submitted by the



Executive Board of the Union as to the Employer's action in returning the employee to his former job during the ten (10) day trial period or at the end of the thirty (30) day period as referred to herein no less than thirty (30) days, nor more than sixty (60) days after the Employer has advised the Union of its action.

The rate of pay of an employee promoted under this Article shall be adjusted as follows:

(a) If retained on the job until the end of his initial ten (10) day trial period, the employee shall receive an adjustment of one-third ( $\frac{1}{3}$ ) of the difference between his job rate and the new job rate.

(b) A further adjustment of one-third ( $\frac{1}{3}$ ) of the difference in the rates of pay shall be made fifteen (15) days thereafter.

(c) A further adjustment to the full new job rate shall be made at the end of the thirty (30) day period referred to herein unless the employee shall have been returned to his former job as above set forth.

This Article shall not apply to vacancies occurring in the working foreman category or assistant working foreman category. An opening created by reason of an employee's promotion shall not be deemed a permanent job vacancy for the purposes of this Article XXIV.

The provisions of Paragraph "D" of Article VI shall not be construed to be altered or amended, notwithstanding the foregoing provisions in this Article XXIV.

## ARTICLE XXV—STRIKES AND LOCKOUTS

During the term of this Agreement, neither the Union nor the Employer shall call or cause any strikes, work stoppages, slowdowns or lockouts. If either party shall fail to abide by the decision of the arbitrator, after receipt of such decision, under Articles III and XXX of this Agreement, then the other party shall not be bound by this pro-

vision and the Employer shall be free to lock out and the Union shall be free to call a strike of the employees, as the case may be.

In the event that an unauthorized strike, work stoppage or slowdown occurs, the Union will make all reasonable efforts to terminate such strike, work stoppage or slowdown, including the making of a demand on the part of the Union that employees so engaged shall immediately return to work. In the event of such unauthorized action, the Union will immediately advise the Employer that such action is unauthorized, in which event the Employer may take such action as the Employer deems proper including discharge against employees engaging therein, subject to the Union's right to demand arbitration as to whether any of such employees engaged in such unauthorized action.

In consideration of the performance of the foregoing undertaking by the Union, the Union and its officials will not be liable in damages and the Employer will not bring suit against the Union or its officials in connection therewith.

If the Employer should fail to pay the wages and other payments provided for herein at the time they are due and payable, following the end of seventy-two (72) hours after sending the Employer telegraphic notice of such failure the Union may immediately and without further notice call a strike of the employees, provided such failure has not been rectified within said seventy-two (72) hours, in addition to any other remedies available in the premises, and such strike shall be deemed not to be in breach of this Agreement, notwithstanding anything to the contrary contained in this Article.

#### ARTICLE XXVI—COOPERATION BETWEEN THE UNION AND THE EMPLOYER

16 A. To the extent permitted by law, the Employer shall not perform any work for or deliver

any merchandise to baking establishments which are on strike, unless the Employer had previously regularly performed work for or delivered merchandise to such establishments, but in no event shall the Employer perform additional work for or make additional deliveries in excess of that normally effectuated prior to such strike. In the event of the Employer's breach of this provision, the Union, after notice, may call a strike, notwithstanding any other provision to the contrary herein contained.

B. To the extent permitted by law, and notwithstanding any other provision to the contrary herein contained, if a dispute shall arise between the Employer and another union, resulting in the picketing of the Employer's establishment by such other union, the Union shall have the right to withdraw its members from work and such action on its part shall not be deemed a breach of this Agreement.

## ARTICLE XXVII—OFFICIAL VISITS

At all times an officer, representative, or a committee of the Union with proper credentials, shall have the right to visit the Employer's place of business.

## ARTICLE XXVIII—EXECUTIVE WORK OR MANAGEMENT WORK

### Wholesale Shops

A. No executive, manager or supervisor shall be permitted to work in production unless any of the following situations obtain:

- (1) The work is done for demonstration or instruction purposes;
- (2) To make up for the amount of time lost by reason of a substantial breakdown of production facilities;
- (3) In the event of disruption of production caused by a shortage of help due to ac-

cidents or illness which cannot be corrected by overtime, or by an extra or extras, or

- (4) Any other events where the acting Shop Steward has given his prior written consent.

In the event the Employer breaches this provision, it shall be liable to the Union for monetary compensation as may be determined by the arbitrator designated hereunder, and/or the Union shall have the right, on seventy-two (72) hours prior notice, to withdraw its members from work, notwithstanding any other provision to the contrary herein, and such action on the Union's part shall not be deemed a breach of this Agreement.

### **Retail Shops (Handcraft)**

B. All work covered by this Agreement shall be performed strictly in accordance with the Union's security provisions set forth in this Agreement, provided that any one person having an ownership interest in the shop may engage in production work hereunder not in excess of a regular work week as defined in this Agreement without regard to the said Union security provision. In the event that two persons holding ownership positions in the shop wish to engage in work covered under this Agreement, then both such persons, at the discretion of the Union, shall be permitted to engage in such work on condition that they both become members of the Union, subject to the Union's By-Laws. Any other person in an ownership or managerial position in the shop who is not included within the foregoing exceptions shall not be permitted to work in production.

In the event the Employer breaches this provision, it shall be liable to the Union for monetary compensation as may be determined by the arbitrator designated hereunder, and/or the Union shall have the right to withdraw its members from work, notwithstanding any other provision to the contrary herein, and such action on the

Union's part shall not be deemed a breach of this Agreement.

#### **ARTICLE XXIX—INITIATION FEES AND DUES**

The Employer shall deduct from the wages of the members of the Union now and hereafter employed by the Employer, Union dues and initiation fees provided that the Employer receives from the Union a written authorization by the employee to make such deductions. This authorization shall not be irrevocable for a period of more than one year or beyond the termination date of the applicable collective bargaining agreement, whichever occurs sooner, provided that if the employee does not revoke such written authorization within the two week period preceding each annual anniversary date thereof, such written authorization shall be deemed to have been automatically renewed. Such monies so collected shall be turned over to the Union by the 10th day of each and every month. In the event of the Employer's failure to so turn over to the Union such collections as aforesaid, the Union shall, in addition to any legal or other remedies it may have in the premises, have the right, following the end of seventy-two (72) hours after sending the Employer telegraphic notice of such failure, immediately and without further notice, provided such failure has not been rectified within seventy-two (72) hours, to withdraw its members from work and such action on its part shall not be deemed a breach of this Agreement, notwithstanding any other provisions to the contrary herein.

#### **ARTICLE XXX—SETTLEMENT OF CONTROVERSIES**

All controversies, disputes, claims or grievances arising out of, or relating to the interpretation or application of, the provisions of this Agreement, shall be settled and disposed of in the following manner and shall be handled in the order indicated, except as otherwise provided herein:

(a) Between the Union's Department Steward and the Employer's Department Head involved therein—on the job.

(b) If within twenty-four (24) hours thereafter the same cannot be satisfactorily adjusted or disposed of as indicated above, then the same shall be submitted at a conference arranged between the Shop Chairman and the Plant Supervisor of the Employer on the job.

(c) If within twenty-four (24) hours thereafter, the same cannot be satisfactorily adjusted or disposed of as indicated in (b) above, then the same shall be submitted in writing, signed by the persons herein referred to, and taken up at a conference arranged no later than forty-eight (48) hours thereafter at a time mutually agreeable between the Business Agent of the Union and the Personnel Manager of the Employer.

(d) If the same cannot be satisfactorily adjusted or disposed of as indicated in (c) above, then the matter may be submitted to arbitration by either the Union or the Employer as provided for in (f) below at any time within one month after either party notifies the other in writing sent via registered or certified mail, return receipt requested, of its inability to so adjust or dispose of same.

(e) In the event any controversy, dispute, claim or grievance is based upon the complaint of an employee, such employee and the Shop Chairman shall participate in each of the conferences set forth in (a), (b), (c), and (d) above.

(f) If the parties cannot adjust or dispose of any controversy, dispute, claim or grievance as aforesaid, or the parties mutually agree to dispense with the foregoing grievance procedure and submit to arbitration in the first instance, then the matter shall be referred within such time period as provided for above (except as otherwise provided in Article III hereof regarding discharges) to a staff arbitrator designated by the

New York State Board of Mediation for decision. The decision of said arbitrator shall be final and binding, except that the arbitrator shall have no authority to enjoin either party from engaging in any activities or conduct, or to compel either party to perform a specific act or to award monetary damages against the Union. In the event of application by the Employer to any court of competent jurisdiction solely for injunctive relief, and without any demand for monetary damages in connection therewith, from an alleged breach of the "No-Strike" provisions contained in Article XXV, failure to comply in the first instance with the procedures of this Article XXX will not be interposed as a bar to such application.

#### ARTICLE XXXI—NO WAIVER

It is agreed that failure on the part of either of the parties hereto on any occasion to enforce any of the terms and conditions of this Agreement shall not be deemed a waiver of its right to enforce them on any future occasion.

#### ARTICLE XXXII—INDIVIDUAL AGREEMENTS

It is expressly understood and agreed by and between the parties hereto that the employees of the Employer shall not be asked to make any individual written or verbal agreement or contract which may conflict with this Agreement or which may vary the terms of this Agreement, and any such individual agreements, past or future, are hereby declared to be null and void and of no force and effect.

#### ARTICLE XXXIII—COST OF LIVING

A. Effective as of February 1, 1963, in the event the cost of living, as measured by the Consumer Price Index of the Bureau of Labor Statistics for the City of New York, shall increase or decrease 2%, the basic hourly wage rate pro-

vided for in this Agreement shall automatically be adjusted by 2% and continue to be so automatically adjusted for every 2% increase or decrease occurring thereafter during the life of this Agreement.

B. The initial base for computing an increase in the cost of living shall be the Consumer Price Index for the City of New York for the month of February, 1963. It is understood that the index for that month appears on or about March 15th. If there shall be a 2% increase from that level, the Consumer Price Index for the month in which such change will have occurred shall constitute the base from which the next 2% change shall be measured.

C. Any wage increase or decrease provided for in this section shall automatically appear in the wages of each employee on the first payroll date after official announcement of the Consumer Price Index by the Bureau of Labor Statistics and shall remain at such level until another change required by the provisions of this section occurs. Any new wage level established by virtue of this section shall constitute the basic rate from which overtime, holiday, vacation pay and other payments under this Agreement shall be computed.

D. Notwithstanding anything to the contrary in this section, no wage rate of any employee shall be reduced, by reason of a decline in the Consumer Price Index, below the wage rate received by him on February 1st in any year in which such decrease takes place.

#### ARTICLE XXXIV—PRIOR BENEFITS

If wages, or any other condition of employment, in any classification, are higher or superior to those provided in this Agreement, then such wages and conditions shall not be modified because of the terms thereof. It is intended that this Article XXXIV shall also include, but not be



limited to, higher or superior terms and conditions of employment contained in the last prior collective bargaining agreement between the parties.

#### **ARTICLE XXXV—UNION BULLETIN BOARDS**

The Union shall have the right to place bulletin boards in the shop for the purpose of posting Union notices. Only Union notices shall be posted on such boards, and such boards shall be and remain Union property at all times. A copy of this Agreement shall be posted on such a bulletin board.

#### **ARTICLE XXXVI—BOUGHT BAKED GOODS**

The Employer shall not purchase such baked goods as were normally produced during January 1962 to the extent that such purchase or purchases will result in the layoff of any employee hereunder. This shall not apply to new employees employed in the production of new products introduced by the Employer after February 1, 1962, where such production is thereafter discontinued.

#### **ARTICLE XXXVII—DELIVERY OF PRODUCTS**

No worker covered under the provisions of this contract shall deliver baked or other goods, nor shall he be required to transport raw material or other products from or to the establishment.

#### **ARTICLE XXXVIII—SHARE THE WORK**

In the event that a shortage of employment exists in the baking industry as a result of layoffs, the Union shall then have the right to adjust and divide the work amongst the employees in the industry. The seniority rights of any employee shall not supersede the exclusive rights of the Union to divide the work equitably among employees, anything to the contrary herein notwithstanding.

The existence of such a condition in the industry shall be promulgated and determined by the Executive Board of the Union.

In the event of such promulgation and determination, such division of work shall be applied as equitably as possible between Employers and shall not unduly interfere with the efficiency of any plant's operation.

#### **ARTICLE XXXIX—BIALISTOCKER KUCHEN BAKERS**

No employee covered by this Agreement shall be required to bake Bialistocker Kuchen. The Employer recognizes the existence of the BIALISTOCKER KUCHEN BAKERS BRANCH of Local 3, Bakery and Confectionery Workers International Union of America and agrees to notify said Branch whenever employees may be required to bake such kuchen in order that members of the Branch be given full opportunity to apply for and perform such work.

#### **ARTICLE XL—GUARANTEE OF OPERATION**

24  
1 Each Employer hereby guarantees to keep his bakery or bakeries in operation a minimum of forty-eight (48) full weeks per year, except that if the Employer does not operate his bakery or bakeries for the Passover week, then in that event as to such bakery and bakeries the minimum guarantee hereinabove specified shall be forty-seven (47) weeks instead of forty-eight (48) weeks. The provisions of this paragraph shall be suspended during such period when the Employer is unable to operate due to an act of God, fire, flood, strikes, or other acts or events beyond the Employer's control, or other such force majeure. Any dispute arising under or in relation to this paragraph shall be submitted to arbitration as hereinbefore provided for. This paragraph shall not apply in the event the Employer closes down his bakery or bakeries permanently and/or in the event he bona fide sells his business.

## **ARTICLE XLI—TRANSPORTATION EXPENSES**

In the event the Employer's shop is located outside the city limits of New York City, but within sixty (60) miles radius from Columbus Circle, the Employer agrees to provide transportation covering the distance between the Employer's shop and the New York City line nearest to the Employer's shop, both coming to and going from work, to all his employees who reside in New York City. In lieu of providing such transportation the Employer will reimburse such employees weekly for minimum transportation expenses incurred by them or minimum bus or train fares, whichever is lower.

## **ARTICLE XLII—SAVINGS CLAUSE**

If any provision of this Agreement shall be held invalid or unlawful by any tribunal of competent jurisdiction, the remaining provisions of this Agreement shall not be affected thereby, but, shall remain severably valid, binding and in full force and effect.

## **ARTICLE XLIII—APPROVAL BY THE UNION**

This Agreement is subject to the approval of the Executive Board of the Union and shall be accepted as binding on the part of the Union only when, pursuant to a vote of the Executive Board and a vote of ratification by the Union membership, signature of the President or Secretary is affixed thereto.

## **ARTICLE XLIV—SUCCESSOR CLAUSE**

A. All of the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto, their legal representatives, successors and assigns, including, but

not limited to, any purchaser of the Employer's bakery or business. The Employer agrees that prior to the sale of its bakery or business, it will inform such purchaser of the existence of this Article and exhibit this Agreement to such purchaser.

B. In the event of a bona fide sale of the Employer's bakery or business all obligations of the Employer under this Agreement with respect to such bakery or business shall cease except for such obligations of the Employer under this Agreement which arose prior to the effective date of such sale. It is intended, however, by this paragraph "B" that such release is not extended to the purchaser of such bakery or business, nor shall the Employer be released from his obligations under paragraph "A" of this Article XLIV to inform such purchaser of the existence of this Article and exhibit this Agreement to such purchaser.

## ARTICLE XLV—DURATION OF CONTRACT

A. This Agreement shall be effective as of February 1, 1962 and shall expire on January 31, 1965.

B. During the sixty days preceding the expiration date, the Union and the Employer shall meet in order to commence negotiations for a succeeding contract.

C. If, for any reason whatsoever, negotiations are continued beyond the expiration date, then it is the understanding that this contract shall continue in full force and effect from day to day, until such time as a new contract shall have been agreed upon, or negotiations terminated by either party.

D. If a new contract is agreed upon, all of the terms and conditions thereof shall be retroactively effective to February 1, 1965.

IN WITNESS WHEREOF, the parties hereto have duly affixed their signatures this.....day of .....1962.

EMPLOYER

By: .....

LOCAL 3

By: .....  
President or Secretary

BAKERY & CONFECTIONERY WORKERS  
INTERNATIONAL UNION OF AMERICA

LOCAL NO. 3

STANDARD CONTRACT

Signed February 11, 1962

with

Gotham Restaurant Bakers Corp.  
520 W. 48th St. N.Y.C. JU 2-3135  
Louis Field, *President*

Metropolitan Bakers Guild  
40 Wall St. N.Y.C. BO 9-8060  
Sam Rubin, *President*

Speciality Local Wholesale Group  
320 Broadway N.Y.C. BA 7-7754  
Sidney Kirschman, *Chairman Negotiation Comm.*

Manhattan Restaurant, Cafeteria and  
Retail Bakery Employers  
141 W. 72nd St. OR 5-6774  
Rudolf Stern

Empire State Wholesale Cake Association  
120 E. 41st St. N.Y.C. MU 6-8030  
Charles Gottfried, *President*

Retail Bakery Employers Council of Greater N.Y.  
Richard Bierman, *President*  
Joseph Heppt, *Secretary*

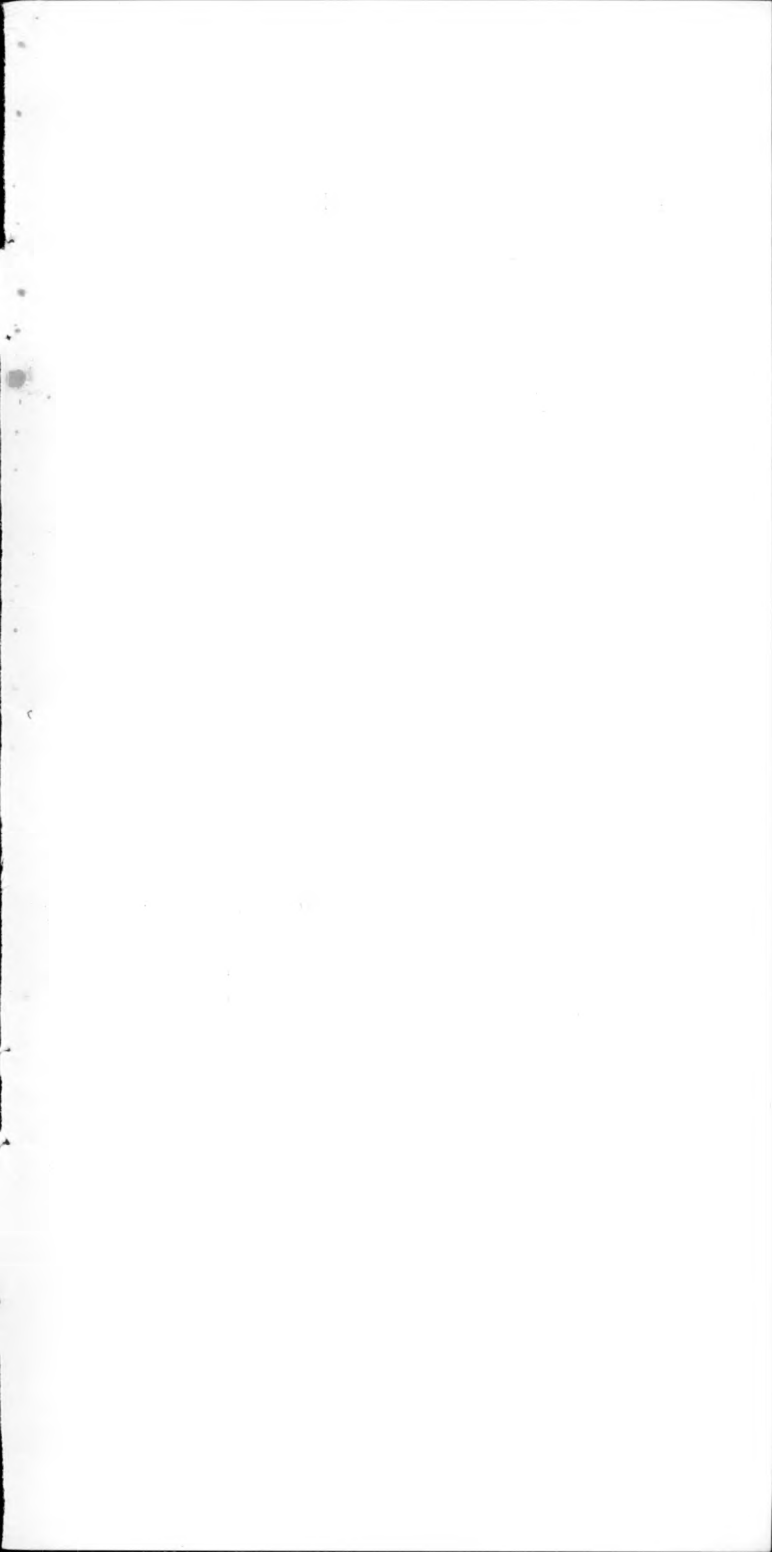
Specialty Bakery Owners of America +  
320 Broadway N.Y.C. BA 7-7754  
Richard Bierman, *President*

Associated Retail Bakers of  
Queens, Nassau, Suffolk and Affiliates  
24-01 23rd Ave. L.I.C. N.Y. RA 1-6363  
Joseph Heppt, *Secretary*

United Unionshop Bakery Owners of  
Greater New York, Inc.  
Emil Muller, *President*

Ebinger Baking Company  
2290 Bedford Ave. Bklyn. N.Y. BU 4-4000  
Arthur D. Ullrich, *Assistant to the President*

John Reber Baking Corp.  
521 W. 47th St. N.Y.C. CI 6-8030  
Warren Leonard, *Vice-President*





# *SCHEDULE "A" 1962 (A-1)*

The following shall be the minimum wage rates for a five (5) day, thirty-five (35) hour work week, seven (7) hour day, or a five (5) day, thirty-seven and one-half (37½) hour work week, seven and one-half (7½) hour day, as the case may be:

<i>Classification</i>	<i>Daily Rate Effective 2/1/62</i>	<i>Weekly Rate Effective 2/1/62</i>	<i>Daily Rate Effective 7/31/62</i>	<i>Weekly Rate Effective 7/31/62</i>
1. Working Foremen .....	\$ 25.50	\$127.50	\$ 26.00	\$130.00
2. Make and Bake in Retail Shops.....	25.50	127.50	26.00	130.00
3. Assistant Working Foremen .....	23.50	117.50	24.00	120.00
4. Heavy Dough Mixers .....	22.50	112.50	23.00	115.00
5. <i>First Hands</i> Mixers, Ovenmen, Ingredient Scalers, All Yeast Raised Dough Scalers, Dough Mixers, Conditors, Fryers, Cookers, Rolling Machine Operators, Milk & Fondant Men, Divider & Integra Machine Op- erators, Retail Shop Finishers .....	22.50	112.50	23.00	115.00
6. <i>Second Hands</i>				

Bench Hands					
	Finishers Whole Cake Shops .....	20.50	102.50	21.00	105.00
7.	Helpers .....	18.50	92.50	19.00	95.00
8.	Shipping and Packing Department Working Foremen .....	19.50	97.50	20.00	100.00
9.	Assistant Shipping and Packing Dep't. Working Foremen .....	18.50	92.50	19.00	95.00
10.	Flour Dumpers, Slicer Set-up Men, Shipping Clerks .....	18.50	92.50	19.00	95.00
11.	Order Fillers, Pan or Rotary Washing Machine Operators, Bag Writers, Slicers, Slicer Feeders .....	17.50	87.50	18.00	90.00
12.	Packing Machine Operators .....	16.50	82.50	17.00	85.00
13.	Packers, Wrappers .....	15.50	77.50	16.00	80.00
14.	Porter Working Foremen .....	19.50	97.50	20.00	100.00
15.	Ass't. Porter Working Foremen .....	18.50	92.50	19.00	95.00
16.	Porters and Cleaners .....	15.50	77.50	16.00	80.00
17.	Mechanic .....	20.50	102.50	21.00	105.00
18.	Mechanic's Helper .....	18.50	92.50	19.00	95.00
19.	Painter .....	18.50	92.50	19.00	95.00
20.	Oiler .....	16.50	82.50	17.00	85.00

# *SCHEDULE "A" 1963 (A-2)*

The following shall be the minimum wage rates for a five (5) day, thirty-five (35) hour work week, seven (7) hour day, or a five (5) day, thirty-seven and one-half (37½) hour work week, seven and one-half (7½) hour day, as the case may be:

<i>Classification</i>	<i>Daily Rate Effective 2/1/63</i>	<i>Weekly Rate Effective 2/1/63</i>	<i>Daily Rate Effective 7/31/63</i>	<i>Weekly Rate Effective 7/31/63</i>
1. Working Foremen .....	\$ 26.40	\$132.00	\$ 26.75	\$133.75
2. Make and Bake in Retail Shops.....	26.40	132.00	26.75	133.75
3. Assistant Working Foremen .....	24.40	122.00	24.75	123.75
4. Heavy Dough Mixers .....	23.40	117.00	23.75	118.75
5. <i>First Hands</i> Mixers, Ovenmen, Ingredient Scalers, All Yeast Raised Dough Scalers, Dough Mixers, Conditors, Fryers, Cookers, Rolling Machine Operators, Milk & Fondant Men, Divider & Integra Machine Op- erators, Retail Shop Finishers .....	23.40	117.00	23.75	118.75
6. <i>Second Hands</i>				

<b>Bench Hands</b>				
	Finishers Whole Cake Shops .....	21.40	107.00	21.75
7.	Helpers .....	19.40	97.00	19.75
8.	Shipping and Packing Department Working Foremen .....	20.40	102.00	20.75
9.	Assistant Shipping and Packing Dep't. Working Foremen .....	19.40	97.00	19.75
10.	Flour Dumpers, Slicer Set-up Men, Shipping Clerks .....	19.40	97.00	19.75
11.	Order Fillers, Pan or Rotary Washing Machine Operators, Bag Writers, Slicers, Slicer Feeders .....	18.40	92.00	18.75
12.	Packing Machine Operators .....	17.40	87.00	17.75
13.	Packers, Wrappers .....	16.40	82.00	16.75
14.	Porter Working Foremen .....	20.40	102.00	20.75
15.	Ass't. Porter Working Foremen .....	19.40	97.00	19.75
16.	Porters and Cleaners .....	16.40	82.00	16.75
17.	Mechanic .....	21.40	107.00	21.75
18.	Mechanic's Helper .....	19.40	97.00	19.75
19.	Painter .....	19.40	97.00	19.75
20.	Oiler .....	17.40	87.00	17.75

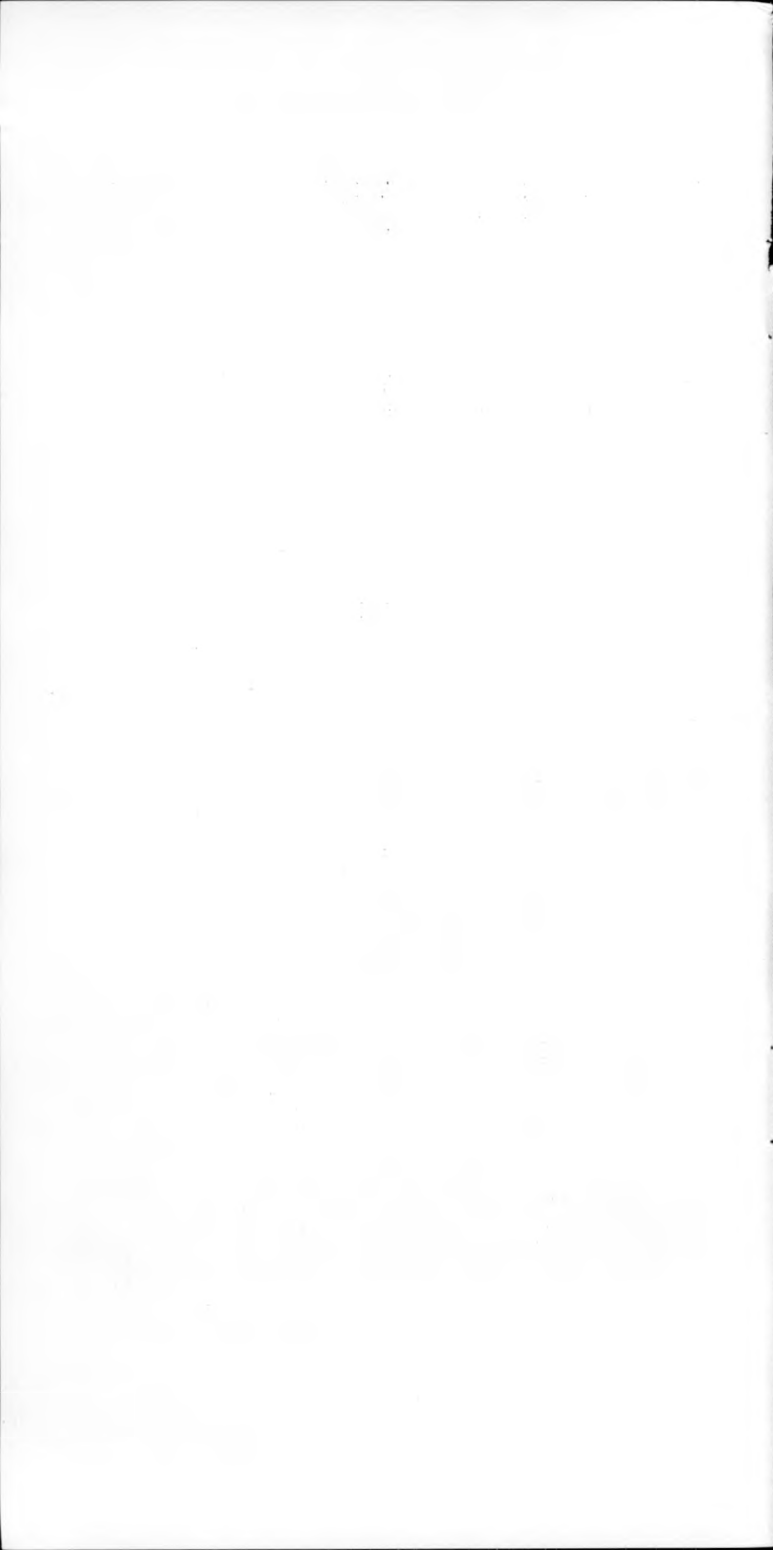
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# SCHEDULE "A" 1964 (A-3)

The following shall be the minimum wage rates for a five (5) day, thirty-five (35) hour work week, seven (7) hour day, or a five (5) day, thirty-seven and one-half (37½) hour work week, seven and one-half (7½) hour day, as the case may be:

Classification	Daily Rate Effective 2/1/64	Weekly Rate Effective 2/1/64	Daily Rate Effective 7/31/64	Weekly Rate Effective 7/31/64
1. Working Foremen .....	\$ 27.15	\$135.75	\$ 27.50	\$137.50
2. Make and Bake in Retail Shops.....	27.15	135.75	27.50	137.50
3. Assistant Working Foremen .....	25.15	125.75	25.50	127.50
4. Heavy Dough Mixers .....	24.15	120.75	25.00	125.00
5. First Hands				
Mixers, Ovenmen, Ingredient Scalers, All Yeast Raised Dough Scalers, Dough Mixers, Conditors, Fryers, Cookers, Rolling Machine Operators, Milk & Fondant Men, Divider & Integra Machine Op- erators, Retail Shop Finishers .....	24.15	120.75	24.50	122.50
6. Second Hands				

Bench Hands					
	Finishers Whole Cake Shops .....	22.15	110.75	22.50	112.50
7.	Helpers .....	20.15	100.75	20.50	102.50
8.	Shipping and Packing Department Working Foremen .....	21.15	105.75	22.00	110.00
9.	Assistant Shipping and Packing Dep't. Working Foremen .....	20.15	100.75	21.00	105.00
10.	Flour Dumpers, Slicer Set-up Men, Shipping Clerks .....	20.15	100.75	20.50	102.50
11.	Order Fillers, Pan or Rotary Washing Machine Operators, Bag Writers, Slicers, Slicer Feeders .....	19.15	95.75	19.50	97.50
12.	Packing Machine Operators .....	18.15	90.75	19.00	95.00
13.	Packers, Wrappers .....	17.15	85.75	18.00	90.00
14.	Porter Working Foremen .....	21.15	105.75	21.50	107.50
15.	Ass't. Porter Working Foremen .....	20.15	100.75	20.50	102.50
16.	Porters and Cleaners .....	17.15	85.75	17.50	87.50
17.	Mechanic .....	22.15	110.75	22.50	112.50
18.	Mechanic's Helper .....	20.15	100.75	20.50	102.50
19.	Painter .....	20.15	100.75	20.50	102.50
20.	Oiler .....	18.15	90.75	18.50	92.50



## BAKERS UNION LOCAL 3

1962

### WAGE POLICY NEGOTIATIONS COMMITTEE

Peter J. Sullivan, *International Representative*

#### Executive Negotiations Committee

Frank Dutto, *President*

Harry Rubenstein, *Secretary-Treasurer*

Adolf Wohst, *General Organizer*

Oscar Shindler, *Labor Chief*

Joseph Tucker, *Business Agent*

#### Administration Board

Adolph Grossman, *Vice-President*

George Alwang, *Labor Chief*

Louis E. Covacich, *Office Manager*

Frank Greinert, *Organizer*

Mac Sandroff, *Organizer*

Ben Tiedeman, *Welfare & Pension Administrator*

Irving Aaronson, *Business Agent*

Alex Barnett, *Business Agent*

Frank Bauer, *Business Agent*

Theodore Frank, *Business Agent*

John Hart, *Business Agent*

William Ibanez, *Business Agent*

Carl Karp, *Business Agent*

Louis Kupermintz, *Business Agent*

Philip Sidorofsky, *Business Agent*

Jack Straussman, *Business Agent*

Louis Weintraub, *Recording Secretary*

#### Executive Board Members

Morris Baer, *Duvernoy*

Jerry Balich, *Bickford*

John Blatch, *Drake*

Sol Bodenstein, *Michalzik*



William Brathuhn, *Turnpike*  
Sam Brown, *Cakemasters*  
Arthur DeVotti, *Ebinger*  
Ralph Fasano, *Dubrow's*  
David Friedman, *Field's*  
Pedro Garcia, *Fink*  
Harry Gordon, *R. K.*  
Ben Grgas, *Duvernoy*  
William Hayes, *Bohack*  
Isaac Hoffman, *F & S*  
Max Kaplan, *Craig's*  
Sam Karp, *Operative*  
Eric Kaseberg, *Famous Pie*  
Abe Kriegstein, *Diamond*  
Julius Meyerowitz, *Lee Avenue*  
Harold Miller, *K & G*  
Murray Miller, *DuVal*  
Harry Morris, *Wisotsky*  
Fred Neff, *Avon*  
Paul Pericho, *31st St. Cafeteria*  
John Schrantz, *Buttercrest*  
Rudolf Schwartz, *Windsor*  
Theodore Sell, *Bodenstein*  
Irving Sobers-El, *Ebinger*  
Joseph Solarchik, *Shulker's*  
John Steinmetz, *Bohack*  
Alice Uhre, *Wagner*  
John Visvader, *Fink*  
Edward Zawadzki, *Yoss*

### **Contract Policy Committee Members**

#### **Manhattan Retail Shops**

Walter Bodnaruik  
John Kasowitz  
Richard Gusek

#### **Brooklyn Retail Shops**

Sidney Kanarick  
Julius Weinbaum  
Sol Kravitz  
Stanley Sobala

### Queens Retail Shops

Guy Ferrari  
Stanley Rosen  
Emil Stenger

### Long Island Retail Shops

Morris Rosen  
Herman Fries  
James Dudek  
Bernard Bernstein

### Bronx Retail Shops

Dave Schneider  
Jacob Norch

### Westchester Retail Shops

Ernest Schenkman  
Monroe Philipps

### Wholesale Bread & Roll Shops

Benjamin Zederbaum, *Fink*  
Leopold Friedman, *Duvernoy*  
William Bender, *Gnome*  
Barry Eskolsky, *Stuhmer*  
Reinhard Orsinger, *L'Etoile*  
George Heckle, *Marseillaise*  
Aaron Silverman, *Shluker's*  
Rodolfo Santana, *Popular*  
John Blanco, *Field's*  
Harry Pletycky, *Mager & Throne*  
Lucille King, *Superior*  
Frank Slate, *Olympia*  
Sol Holtz, *Stephen*  
Aaron Ascher, *Bellman*  
Vincent Wisniewski, *Wisotsky*  
Angel Rodriquez, *Golden Harvest*  
Charles Iacano, *Operative*  
Harry Mayer, *Bauer*  
Rudolf Strauch, *Atlantic*  
Andrew Wolf, *Miller*

Tony Termini, *Koster*  
Sam Grossman, *Gold Star*  
Marciso Martas, *Pechter*  
Philip Teitlbaum, *Webster*  
Marcus Simon, *Levy's*  
Irving Bram, *Diamond*  
William Reichenbach, *Munzenmeier*  
Orlando Rodriguez, *La Esperanza*  
Willie German, *Wilray*  
Michael Gnip, *K & O*

### **Wholesale Cake Shops**

John Chavis, *Danity Cookies*  
Joseph LaLomio, *Bohack*  
Sam Hamilton, *Broadway Pastry*  
Elizabeth Southerland, *Drake*  
Leslie Warner, *Wagner*  
Teddy Scilaso, *California Pie*  
Martin Jabin, *Larsen*  
Eugene Carr, *Apollo*  
Joe Fink, *Your Bakery*  
Eddie Metzgar, *Donut Stick*  
Michael Nivorsky, *Supreme Donut*  
Angelo Roman, *Reber*  
Victor Cancel, *R K*  
James McWilliams, *Waldorf Pound*  
John Mentl, *Ebinger*  
Jean Calenda, *New Warsaw*  
Frank Perillo, *Mothers Pie*  
Arthur Landry, *Bickford*

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U.S. DEPARTMENT OF LABOR  
BUREAU OF LABOR STATISTICS  
WASHINGTON 25, D.C.

July 3, 1962

Mr. Harry Rubenstein, Secretary-Treasurer  
Bakery and Confectionery Workers' International  
Union, Local # 3~~29-28 xxxxxx 1st Avenue xxxxx~~ 41-07 Crescent St., LIC 1, NY  
Long Island City, New York

Dear Mr. Rubenstein:

To assist us in our continuing studies of collective bargaining practices and in maintenance of a file of agreements for government and public use, would you please send us a copy of your current agreement(s), indicated below, together with any related supplements or wage schedules.

Copy of current agreement(s) with Bakeries, "A" Shops in Brooklyn, New York.

For statistical purposes, we need the information requested below. You may return this form and your agreement in the enclosed envelope which requires no postage. If no agreement is in effect, please note and return the form.

The file is available for your use except for material submitted with a restriction on public inspection. If you want to be kept informed of the studies we prepare, check the appropriate box below.

Very truly yours,

*Ewan Clague*Ewan Clague  
Commissioner of Labor Statistics

If more than one agreement is enclosed, please provide information separately for each agreement on the back of this form.

1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT 5000
2. Name of employer party to agreement retail and wholesale bakeries
3. Address of establishment covered by agreement (if more than one, simply indicate city, State, or region) Greater New York area
4. If more than one employer is party to agreement, indicate number 691
5. Product, service, or type of business baked products

Notify me when new BLS collective bargaining agreement studies are issued ☒Mac Sandroff

(Your name)

41-07 Crescent Street

(Street)

Organizer

(Position)

Long Island City 1, N.Y.

(City and State)

